

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 32**

**KEOLIS TRANSIT AMERICA, INC.**

**and**

**INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS LOCAL 533**

**Cases 32-CA-277493  
32-CA-278513  
32-CA-278566  
32-CA-278570  
32-CA-278630  
32-CA-278633  
32-CA-278938  
32-CA-279593  
32-CA-280182  
32-CA-280922  
32-CA-280965  
32-CA-281336  
32-CA-283072  
32-CA-283810  
32-CA-283814  
32-CA-283822  
32-CA-285351**

**ORDER FURTHER CONSOLIDATING CASES,  
AMENDED CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 32-CA-277493, 32-CA-278513, 32-CA-278566, 32-CA-278570, 32-CA-278630, 32-CA-278633, 32-CA-278938, 32-CA-279593, and 32-CA-280182 filed International Brotherhood of Teamsters Local 533 (Union) against Keolis Transit America, Inc. (Respondent), in which a Consolidated Complaint and Notice of Hearing issued on October 22, 2021 and an Amendment to Consolidated Complaint and Notice of hearing issued on October 25, 2021, (referred to as *Keolis II*), are further

consolidated with Cases 32-CA-280922, 32-CA-280965, 32-CA-281336, 32-CA-283072, 32-CA-283810, 32-CA-283814, 32-CA-283822, and 32-CA-285351 filed by the Union against Respondent.

This Order Further Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1.

(a) The original charge in Case 32-CA-277493 was filed by the Union on May 20, 2021, and a copy was served on Respondent by U.S. mail on May 21, 2021.

(b) The first-amended charge in Case 32-CA-277493 was filed by the Union on August 20, 2021, and a copy was served on Respondent by U.S. mail on August 23, 2021.

(c) The original charge in Case 32-CA-278513 was filed by the Union on June 10, 2021, and a copy was served on Respondent by U.S. mail on June 15, 2021.

(e) The original charge in Case 32-CA-278566 was filed by the Union on June 10, 2021, and a copy was served on Respondent by U.S. mail on June 15, 2021.

(e) The original charge in Case 32-CA-278570 was filed by the Union on June 10, 2021, and a copy was served on Respondent by U.S. mail on June 15, 2021.

(f) The original charge in Case 32-CA-278630 was filed by the Union on June 11, 2021, and a copy was served on Respondent by U.S. mail on June 16, 2021.

(g) The original charge in Case 32-CA-278633 was filed by the Union on June 11, 2021, and a copy was served on Respondent by U.S. mail on June 16, 2021.

(h) The original charge in Case 32-CA-278938 was filed by the Union on June 18, 2021, and a copy was served on Respondent by U.S. mail on June 23, 2021.

(i) The original charge in Case 32-CA-279593 was filed by the Union on July 7, 2021, and a copy was served on Respondent by U.S. mail on July 8, 2021.

(j) The first amended charge in Case 32-CA-279593 was filed by the Union on October 7, 2021, and a copy was served on Respondent by U.S. mail on October 7, 2021.

(k) The original charge in Case 32-CA-280182 was filed by the Union on July 19, 2021, and a copy was served on Respondent by U.S. mail on July 20, 2021.

(l) The original charge in Case 32-CA-280922 was filed by the Union on August 5, 2021, and a copy was served on Respondent by U.S. mail on August 5, 2021.

(m) The original charge in Case 32-CA-280965 was filed by the Union on August 5, 2021, and a copy was served on Respondent by U.S. mail on August 6, 2021.

(n) The original charge in Case 32-CA-281336 was filed by the Union on August 12, 2021, and a copy was served on Respondent by U.S. mail on August 13, 2021.

(o) The original charge in Case 32-CA-283072 was filed by the Union on September 13, 2021, and a copy was served on Respondent by U.S. mail on September 17, 2021.

(p) The original charge in Case 32-CA-283810 was filed by the Union on September 27, 2021, and a copy was served on Respondent by U.S. mail on October 1, 2021.

(q) The original charge in Case 32-CA-283814 was filed by the Union on September 27, 2021, and a copy was served on Respondent by U.S. mail on October 1, 2021.

(r) The original charge in Case 32-CA-283822 was filed by the Union on September 27, 2021, and a copy was served on Respondent by U.S. mail on October 1, 2021.

(s) The original charge in Case 32-CA-285351 was filed by the Union on October 21, 2021, and a copy was served on Respondent by U.S. mail on October 29, 2021.

2.

(a) At all material times, Respondent has been a Delaware corporation, which manages transit operations throughout the United States, and conducts business in Reno, Nevada out of facilities owned by its client Regional Transportation Commission of Washoe County (RTC), which is herein referred to as Respondent's facility.

(b) In conducting its operations described above in paragraph 2(a) during the 12-month period ending May 20, 2021, Respondent derived gross revenues in excess of \$250,000.

(c) In conducting its operations during the 12-month period ending May 20, 2021, Respondent purchased and received at Respondent's facility products, goods and materials valued in excess of \$5,000 directly from points outside the State of Nevada.

3.

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.


4.

At all material times, the Union has been a labor organization with the meaning of Section 2(5) of the Act.

5.

(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the named Respondent within the meaning of Section 2(11) of the Act and/or agents of the named Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)



(b) At all material times, attorneys whose names are known to Respondent, have been agents of Respondent within the meaning of Section 2(13) of the Act.

6.

(a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Driver/Operators, Customer Service Representatives, Dispatchers, Maintenance, Admin Asst, Parts Clerk, A Mechanic, B Mechanic, C Mechanic, Utility, Facility Tech and Body Tech employed by Respondent at its Reno, Nevada facilities, excluding all other employees, office clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

(b) Since about June 11, 2019, and at all material times, Respondent has voluntarily recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in an agreement signed by Respondent on June 11, 2019.

(c) At all times since June 11, 2019, Respondent and the Union have been parties to a collective-bargaining agreement (the Agreement) which is effective from July 1, 2017, through June 30, 2021.

(d) At all times since June 11, 2019, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

**INTERROGATION AND THREAT IN  
CASES 32-CA-278570, 32-CA-280182, and 32-CA-281336**

7.

(a) Sometime in mid to late (b) (6), (b) (7)(C) 2021, Respondent, through (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) in Respondent's driver room located at 2050 Villanova Drive in Reno, Nevada, orally asked employees if they were going to go on strike.

(b) On about (b) (6), (b) (7)(C) 3021, Respondent, through (b) (6), (b) (7)(C) outside Respondent's main facility at the shuttle bus area:

- (1) asked employees about whether they were going to cross the picket line and work;
- (2) made specified threats of reprisals to employees such as loss of income and/or employment with Respondent if they did not cross the picket line and work.

(c) About (b) (6), (b) (7)(C) 2021, near the location where unit employees were picketing at Respondent's off-site location at the Fourth Street bus station in Reno, Nevada, and specifically on Lake Street, Respondent, through (b) (6), (b) (7)(C) threatened bodily injury

of (b) (6), (b) (7)(C) which was either observed or made known to unit employees shortly thereafter.

**PROHIBITION ON UNION ACTIVITIES AND OFF-DUTY ACCESS  
IN CASE 32-CA-278630**

8.

(a) On (b) (6), (b) (7)(C) 2021, Respondent, through an email from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), stated that employees could not perform steward duties while on leave.

(b) On (b) (6), (b) (7)(C) 2021, Respondent through (b) (6), (b) (7)(C) stated that employees on medical leave are not allowed onto the worksite to conduct union business.

(c) Respondent promulgated and maintained the ad-hoc rules described above in paragraphs 8(a) and 8(b) to discourage its employees from assisting the Union or engaging in other concerted activities.

(d) The subject set forth above in paragraphs 8(a) and 8(b) relates to wages, hours and other terms and conditions of employment of the unit and is a mandatory subject for the purpose of collective bargaining.

(e) Respondent engaged in the conduct described above in paragraphs 8(a) and 8(b), without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and/or the effects of this conduct and/or without first bargaining with the Union to an overall good-faith impasse for a successor collective-bargaining agreement.

## **STOPPING HOLIDAY PAY AND BLAMING THE UNION IN CASE 32-CA-279593**

9.

(a) On (b) (6), (b) (7)(C) 2021, Respondent issued a memo to its employees in which it blamed the Union for Respondent's decision to discontinue to pay out employees for floating holidays.

(b) Since (b) (6), (b) (7)(C) 2021, Respondent has not permitted employees to use and/or cash out their accrued floating holidays which is an established practice and contractual benefit under Section 19.5 of the Agreement.

(c) The subject set forth above in paragraph 9(b) relates to wages, hours and other terms and conditions of employment of the unit and is a mandatory subject for the purpose of collective bargaining.

(d) Respondent engaged in the conduct described above in paragraph 9(b), without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and/or the effects of this conduct and/or without first bargaining with the Union to an overall good-faith impasse for a successor collective-bargaining agreement.

## **REFUSING TO ADHERE TO WAGE PROGRESSION IN CASE 32-CA-283822**

10.

(a) On (b) (6), (b) (7)(C) 2021, Respondent issued a memo advising unit employees that Respondent would not adhere to the wage progression found in the expired Agreement.

(b) Since about (b) (6), (b) (7)(C) 2021, Respondent has failed and refused to provide raises to employees based upon the wage progression found in the expired Agreement.



(c) The subject set forth above in paragraph 10(b) relates to wages, hours and other terms and conditions of employment of the unit and is a mandatory subject for the purpose of collective bargaining.

(d) Respondent engaged in the conduct described above in paragraphs 10(a) and 10(b), without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and/or the effects of this conduct and/or without first bargaining with the Union to an overall good-faith impasse for a successor collective-bargaining agreement.

**COERCIVE STATEMENTS AND NOT PAYING SIGN-ON BONUSES IN RESPONSE  
TO EMPLOYEES STRIKING IN CASE 32-CA-283810**

11.

(a) About (b) (6), (b) (7)(C) 2021, Respondent by (b) (6), (b) (7)(C) :

- (1) by telephone, told employee(s) not to go on strike as they are not protected and are not Union; and
- (2) by text, said employee(s) are not protected in regard to participating in the strike.

(b) About (b) (6), (b) (7)(C) 2021, Respondent by (b) (6), (b) (7)(C)

at the employee lounge:

- (1) told employee(s) that since they went on strike they forfeited their sign-on bonus; and
- (2) told employee(s) that they are not union and not protected.

**WITHHOLDING OF SIGN-ON BONUS FOR STRIKING IN CASE 32-CA-283810**

12.

(a) About (b) (6), (b) (7)(C), 2021, Respondent refused to pay a \$2,000 sign-on bonus to employee (b) (6), (b) (7)(C).

(b) Respondent engaged in the conduct described above in paragraph 12(a) because employee (b) (6), (b) (7)(C) joined and/or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

**DISCHARGE OF (b) (6), (b) (7)(C) FOR STRIKING IN CASE 32-CA-285351**

13.

(a) About (b) (6), (b) (7)(C) 2021, Respondent terminated the employment of (b) (6), (b) (7)(C)

(b) Respondent engaged in the conduct described above in paragraph 13(a) because employee (b) (6), (b) (7)(C) joined and/or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

**BENEFITS INFORMATION IN CASE 32-CA-277493**

14.

(a) On (b) (6), (b) (7)(C) 2021, the Union requested in writing to Respondent's attorney that Respondent furnish the Union with the following information (Benefits Information):

Copy of the cost and cost share (Employee vs Employer) and demographics including, names of each employee enrolled and their level of benefits of the Short Term/Long Term Disability, Life Insurance and Legal services plan that the employee/employer split, including percentages and amounts per each employee per month/bi-weekly/weekly.

(b) The Benefits Information as described above in paragraph 14(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about (b) (6), (b) (7)(C) 2021, Respondent has failed and refused to furnish the Union with certain portions of the Benefits Information as described above in paragraph 14(a).

(d) Since about (b) (6), (b) (7)(C) 2021, Respondent has unreasonably delayed in furnishing the Union with the Benefits Information as described above in paragraph 14(a).

## INFORMATION ABOUT MASK COMPLAINTS IN CASE 32-CA-278513

15.

(a) On (b) (6), (b) (7)(C) 2021, the Union, through an email from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) requested that Respondent provide to the Union:

- 1) all complaints from passengers about drivers not wearing masks;
- 2) passenger complaints about other passengers not wearing masks; and
- 3) driver's complaints about passengers not wearing masks [for the time period starting from the end of the last request for information about complaints regarding mask compliance.]

(b) The information described above in paragraph 15(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about (b) (6), (b) (7)(C) 2021, Respondent has failed and refused to furnish the Union with the information as described above in paragraph 15(a).

(d) Since about (b) (6), (b) (7)(C) 2021, Respondent has unreasonably delayed in furnishing the Union with the information as described above in paragraph 15(a).

## FAIULRE TO PROVIDE COVID INFORMATION IN CASE 32-CA-278566

16.

(a) On (b) (6), (b) (7)(C) 2021, the Union, by letter from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), requested that Respondent provide the Union with documents, including:

- (1) Provide a complete list including resources utilized regarding the "more stringent safety protocols then recommended by the CDC".

(2) Provide a complete list of the “13%” of employees whom have contracted COVID-19, including the names and dates employees reported to the employer of a positive test result, along with the starting and ending dates of each employee(s) COVID-19 leave [for the period February 2021 to May 2021].

(3) Provide a complete list of which bus routes and bus numbers that are equipped with the “added audio reinforcing adherence to COVID-19 safety protocols”. Also need a list of bus routes and bus numbers that do not have this feature.

(4) Provide a complete list of “enhanced cleaning procedures” regarding COVID-19 along with the names of each employee whom performs these enhanced cleaning procedures and products they use and applying methods.

(5) Temperature checks, are they required or voluntary.

(b) The information described above in paragraph 16(a) is necessary for, and relevant to, the Union’s performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about (b) (6), (b) (7)(C) 2021, Respondent has failed and refused to furnish the Union with the information as described above in paragraph 16(a).

(d) Since about (b) (6), (b) (7)(C) 2021, Respondent has unreasonably delayed in furnishing the Union with the information as described above in paragraph 16(a).

**BARGAINING RELATED INFORMATION IN CASES 32-CA-278633 and 32-CA-278938**

17.

(a) On (b) (6), (b) (7)(C), 2021, the Union, through a letter from (b) (6), (b) (7)(C) to Respondent’s legal counsel requested information about Respondent’s contract proposals, including:

1. Written notices of hiring the temporary employees the employer identified in response to an Information Request at the beginning of bargaining on June 1, 2021;

2. A list of names of workers, hours worked, dates worked, and dates on site of persons hired by or who appeared at Keolis or RTC premises in connection with Pulse Consulting, Wow Cleaning and Citywide. From January 1, 2020 to the present;

3. A list of all Keolis persons who cleaned buses in connection with Pulse Consulting, Wow Cleaning and Citywide. From January 1, 2020 to the present;

4. A list of all employees of Keolis or any other employer who worked on premises that Keolis claims were janitorial employees who appeared at Keolis or RTC premises employed by Keolis, RTC, Pulse Consulting, Wow Cleaning or Citywide. From January 1, 2020 to the present;

...

7. Regarding the employer's proposal to exclude temporary employees from the Recognition Clause under Article 2, Section 1, please provide a list of all employees who would have been excluded from the Collective Bargaining Agreement from July 1, 2019 to the present if this proposal was in effect;

...

14. ... Provide all documents showing that employee was unsafe. Please provide a list of workers that the employer would use as BTW Trainers if the employers proposal was currently in effect;

...

19. Regarding the employer's proposal on Section 13.9, at the table the employer indicated that the proposal "takes away stuff". When pressed further, the employer indicated that the proposed language may make no difference. Please identify any employee which would have been affected and the manner in which they would have been affected if the employer's proposal was in effect starting on July 1, 2019;

...

24. Regarding the employer's proposal on Section 27.4 Bereavement. The employer stated at the table that the reason for the reduction of bereavement leave benefits is because of a potential for abuse. Please provide all documents and other information that the provision has been abused or any evidence of potential abuse;

...

26. Regarding the employer's new proposal on Section 27.12. Please provide by name and instance, since July 1, 2019, each time a worker used unpaid leave prior to using paid leave.

(b) On (b) (6), (b) (7)(C) 2021, the Union reiterated its request for the information described above in paragraph 17(a), through a letter from (b) (6), (b) (7)(C) to Respondent's counsel.

(c) The information described above in paragraph 17(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(d) Since about (b) (6), (b) (7)(C) 2021, Respondent has failed and refused to furnish the Union with the information as described above in paragraph 17(a).

(e) Since about (b) (6), (b) (7)(C) 2021, Respondent has unreasonably delayed in furnishing the Union with the information as described above in paragraph 17(a).

#### **CONTRACT ENFORCEMENT INFORMATION IN CASE 32-CA-280922**

18.

(a) About (b) (6), (b) (7)(C), 2021, and reiterated on (b) (6), (b) (7)(C) 2021, the Union, through an email from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), requested the contact information for a specific (b) (6), (b) (7)(C) employee who was performing bargaining unit work and triggering payment by Respondent of pension contributions under Article 25 of the Agreement, including the employee's home address and cell phone number.

(b) The information described above in paragraph 18(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about (b) (6), (b) (7)(C) 2021, Respondent has failed and refused to furnish the Union with the information as described above in paragraph 18(a).

#### **CONTRACT ENFORCEMENT INFORMATION IN CASE 32-CA-283072**

19.

(a) About (b) (6), (b) (7)(C) 2021, the Union, through an email from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) requested the contact information for a specific (b) (6), (b) (7)(C) employee who was performing bargaining unit duties and triggering payment by Respondent of pension contributions under Article 25 of the Agreement.

(b) The information described above in paragraph 19(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about (b) (6), (b) (7)(C) 2021, Respondent has failed and refused to furnish the Union with the information as described above in paragraph 19(a).

#### **INFORMATION REQUEST IN CASE 32-CA-280965**

20.

(a) On (b) (6), (b) (7)(C) 2021, the Union, through an email from (b) (6), (b) (7)(C) to Respondent legal counsel, in response to a letter from legal counsel that alleged the Union was threatening and coercing employees and causing at least one member to resign from the Union, requested the following information:

“Please provide a copy of all such resignations, any report indicating such misbehavior and any other documentation within the scope of your claim. If there is no documentation, please provide the name, date, and a short description of the events about which you complain.”

(b) The information described above in paragraph 20(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about (b) (6), (b) (7)(C) 2021, Respondent has failed and refused to furnish the Union with the information as described above in paragraph 20(a).

#### **COVID INFORMATION IN CASE 32-CA-283814**

21.

(a) On (b) (6), (b) (7)(C) 2021, the Union, through an email from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C), asked for the name of the employee who tested positive for Covid-19.

(b) The information described above in paragraph 21(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about (b) (6), (b) (7)(C) 2021, Respondent has failed and refused to furnish the Union with the information as described above in paragraph 21(a).

#### **CONCLUDING PARAGRAPHS**

22.

By the conduct described above in paragraphs 7, 8(a), 8(b), 8(c), 9(a), 10(a), and 11, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

23.

By the conduct described above in paragraphs 12 and 13, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its



employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

24.

By the conduct described above in paragraphs 8, 9, 10, 14(c), 14(d), 15(c), 15(d), 16(c), 16(d), 17(d), 17(e), 18(c), 19(c), 20(c), and 21(c), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

25.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 9, 10, 12, and 13, the General Counsel seeks an order requiring Respondent to continue to payout bargaining unit employees for holiday pay; backpay for not receiving their wage progression raises; backpay for not timely receiving their sign-on bonuses; backpay for lost wages, including the sign-on bonus; and to otherwise make whole all bargaining unit employees for any losses they incurred, including reasonable consequential damages incurred, as a result of Respondent engaging in the conduct described in paragraphs 9, 10, 12, and 13. Further, in view of the extensive similarity of these allegations as alleged above, the General Counsel seeks an Order requiring Respondent to: (1) post in all its plants any Notice to Employees that may issue in this proceeding; (2) electronically post the Notice to Employees for employees at all its plants if Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, website, or intranet to communicate with those employees; and (3) send a copy of any Board Order and Notice to Employees to all its supervisors at every facility it operates in Reno, Nevada. The

General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

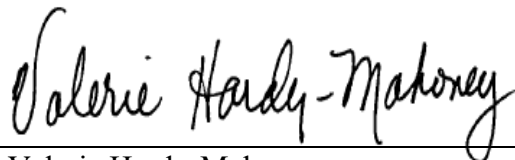
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Amended Consolidated Complaint. The answer must be E-filed and **received by this office on or before January 25, 2021**. Respondent must serve a copy of the answer on each of the other parties. The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlrb.gov](http://www.nlrb.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means

allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Amended Consolidated Complaint are true.

### **NOTICE OF HEARING**

As previously noticed, this hearing will commence on **February 8, 2022**, at 9:00 a.m. by Zoom video conference, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Amended Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

**DATED AT** Oakland, California this 11th day of January 2022.

A handwritten signature in black ink that reads "Valerie Hardy-Mahoney". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Valerie Hardy-Mahoney  
Regional Director  
National Labor Relations Board  
Region 32  
1301 Clay Street, Suite 300N  
Oakland, CA 94612-5224

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

NOTICE

Cases: 32-CA-277493  
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32-CA-283822  
32-CA-285351

Cases 3The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds thereafter must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request;

*and*

- (5) Copies must be simultaneously served on all other parties (*listed below*), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)

Keolis Transit America  
2050 Villanova Drive  
Reno, NV 89502

(b) (6), (b) (7)(C)

Keolis Transit America  
2050 Villanova Drive  
Reno, NV 89502

(b) (6), (b) (7)(C)

Keolis Transit America  
2050 Villanova Drive  
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Sacramento, CA 95814

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

**in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**

**IN THE MATTER OF  
KEOLIS TRANSIT AMERICA, INC.**

**Cases 32-CA-277493,  
32-CA-278513,  
32-CA-278566,  
32-CA-278570,  
32-CA-278630,  
32-CA-278633,  
32-CA-278938,  
32-CA-279593,  
32-CA-280182,  
32-CA-283072,  
32-CA-280922,  
32-CA-280965,  
32-CA-281336,  
32-CA-283822,  
32-CA-283810,  
32-CA-283814,  
32-CA-285351**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in across from the dispatch office and in the maintenance facility at 2050 Villanova Drive, Reno, Nevada 89502; in the old breakroom at the 4<sup>th</sup> Street Station facility at 200 E. 4<sup>th</sup> Street, Reno, NV 89501. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**E-MAILING NOTICE** - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facility located at 2050 Villanova Drive, Reno, Nevada 89502 and the 4th Street Station facility at 200 E. 4th Street, Reno, NV 89501. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 32 of the National Labor Relations Board in Cases 32-CA-277493, 32-CA-278513, 32-CA-278566, 32-CA-278570, 32-CA-278630, 32-CA-278633, 32-CA-278938, 32-CA-279593, 32-CA-280182, 32-CA-283072, 32-CA-280922, 32-CA-280965, 32-CA-281336, 32-CA-283822, 32-CA-283810, 32-CA-283814, and 32-CA-



285351.” The Charged Party will forward a copy of that e-mail, with all of the recipients’ e-mail addresses, to the Region’s Compliance Officer at Paloma.Loya@nrlrb.gov.

**INTRANET POSTING** - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet platform “MyTalent,” and/or any other intranet site that it uses to communicate with employees, and keep it continuously posted there for 60 consecutive days from the date it was originally posted. If the Employer’s place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for keeping the Notice posted on its intranet will begin when the Employer’s place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency’s e-filing portal at [www.nrlrb.gov](http://www.nrlrb.gov). Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

**BACKPAY** — Charged Party will make-whole any unit employees for any consequential damages incurred as a result in the changes to the floating holiday pay or because the Union shop steward was prohibited from performing her union duties while on leave. Charged Party will make-whole any unit employees for any lost wages incurred as a result of Respondent’s refusal to implement the wage progression set forth in the parties’ expired collective-bargaining agreement. Within 14 days of the approval of this Settlement Agreement, Charged Party will identify the name of each employee whose wages were not increased based on the wage progression found in the expired collective-bargaining agreement, and the wage rate that employee should have received, in order for the Compliance Officer to calculate the full backpay.

The Charged Party, for each employee receiving backpay, will provide the Regional Director with a Backpay report allocating the payment(s) to the appropriate calendar year and a copy of the IRS form W-2 for wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year. If the Centralized Compliance Unit, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

The Charged Party will make-whole the employee named below, (b) (6), (b) (7)(C), for any losses incurred as a result of the Employer’s unlawful delay in paying the sign-on bonus. and for lost wages incurred as result of the Employer’s unlawful decision to terminate.

| Claimant            | Net Backpay | Interim Expenses | Medical Expenses | Net Backpay + Expenses | Compound Interest | Excess Tax | Total   |
|---------------------|-------------|------------------|------------------|------------------------|-------------------|------------|---------|
| (b) (6), (b) (7)(C) | \$ n/a      | \$ n/a           | \$ n/a           | \$ n/a                 | \$14.90           | \$ 0       | \$14.90 |

The Charged Party will make-whole the employee named below, (b) (6), (b) (7)(C) for losses incurred as result of the Employer’s unlawful decision to terminate and for reasonable economic losses she suffered as a direct result

of the termination which will be determined by the Compliance Officer during the compliance period of this Settlement.

| Claimant            | Net Backpay through March 31, 2022 | Interim Expenses | Medical Expenses | Net Backpay + Expenses | Compound Interest | Excess Tax | Total       |
|---------------------|------------------------------------|------------------|------------------|------------------------|-------------------|------------|-------------|
| (b) (6), (b) (7)(C) | \$13,342.53                        | \$ 0             | \$ 0             | \$13,342.53            | \$77.90           | \$ 16.11   | \$13,436.54 |

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the amended consolidated complaint previously issued on January 11, 2022, in the instant cases. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the consolidated complaint. The Charged Party understands and agrees that the allegations of the aforementioned consolidated complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true

and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

|   |                |         |   |                |         |
|---|----------------|---------|---|----------------|---------|
| <b>Charged Party</b><br><b>Keolis Transit America, Inc.</b> |                |         | <b>Charging Party</b><br><b>Teamsters Local 533</b> |                |         |
| By:   | Name and Title | Date    | By:   | Name and Title | Date    |
| /s/Brendan Fitzgerald                                       |                | 3/14/22 | /s/ Gary Watson                                     |                | 3/15/22 |
| Print Name and Title below                                  |                |         | Print Name and Title below                          |                |         |
| Brendan Fitzgerald, Counsel for the Employer                |                |         | Gary Watson, President                              |                |         |
| Recommended By:   |                |         | Approved By:  |                |         |
| Date  |                |         | Date  |                |         |
| /s/ Amy Berbower  |                |         | /s/ Valerie Hardy-Mahoney                           | 3-16-22        |         |
| AMY BERBOWER  |                | 3/16/22 | VALERIE HARDY-MAHONEY                               |                |         |
| Field Attorney  |                |         | Regional Director, Region 32                        |                |         |

**(To be printed and posted on official Board notice form)**

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** ask you whether you intend to on strike and/or threaten to take unspecified reprisals against you if you exercise your right to strike.

**WE WILL NOT** tell your Union shop steward that she cannot come to the Employer's worksite to conduct her steward duties such as resolving your grievances.

**WE WILL NOT** threaten your Union representative with physical violence for supporting your right to strike and picket.

**WE WILL NOT** fail and refuse to bargain with the Teamsters Local 533 (Union), the employees' representative in dealing with us regarding wages, hours, and other working conditions of the employees in the following Unit:

All employees covered by our most recent collective-bargaining agreement with the Union dated July 1, 2017 through June 30, 2021.

**WE WILL NOT** make changes to your wages, hours and working conditions without bargaining with the Union to agreement or overall impasse for a successor agreement, including not allowing employees to use floating holidays or refusing to allow you to perform steward duties when on medical leave.

**WE WILL NOT** makes changes to your wages by refusing to give employees their pay raises as required by the wage progression set forth in the expired collective-bargaining agreement without bargaining with the Union to agreement or overall impasse for a successor agreement.

**WE WILL** make employees whole for refusing to give them their pay raises described above by paying them according to the wage progression in the expired collective-bargaining agreement, and **WE WILL** pay them backpay to make up for the lost wages they are owed because we refused to give them their pay raises when they were first eligible for them.

**WE WILL NOT** tell employees not to go out on strike because they are not protected by the Union, or that they will forfeit all their rights to their sign on bonus if they go on strike.

**WE WILL NOT** terminate employees for honoring the Union picket line, and **WE WILL** make-whole (b) (6), (b) (7)(C) by backpay to make up for the lost wages and other benefits (b) (6), (b) (7)(C) is owed because we fired (b) (6), (b) (7)(C) for honoring the picket line, including reasonable economic losses (b) (6), (b) (7)(C)

incurred as a direct result of the termination; **WE WILL**, within 14 days of approval of this agreement, offer (b) (6), (b) (7)(C) immediate and full reinstatement to a Utility position, or if that job no longer exists, to a substantially equivalent position, without prejudice to (b) (6), (b) (7)(C) seniority or any other rights and/or benefits or privileges (b) (6), (b) (7)(C) would have enjoyed if not for the termination; **WE WILL** remove from our files all references to the termination or quit of (b) (6), (b) (7)(C); and **WE WILL** notify (b) (6), (b) (7)(C) this has been done in writing and it will not be used against (b) (6), (b) (7)(C) in any way.

**WE WILL NOT** refuse to give, or delay in giving, employees their sign-on bonus for honoring the Union picket line, and **WE WILL** pay employees the sign on bonus that we denied them because they chose to honor the Union picket line, and **WE WILL** pay employees any interest they would have earned if we had not delayed in providing them their sign-on bonus.

**WE WILL NOT** refuse to provide, or unreasonably delay in providing, the Union with information that is relevant and necessary to its role as your bargaining representative.

**WE WILL** provide the Union with the information it requested:

- 1) in item 3 of its May 13, 2021 information request related to the cost, cost share, and demographics of various benefits and insurance programs provided to employees under our collective bargaining agreement with the Union;
- 2) in items 1 through 3 of its April 6, 2021 request regarding complaints by passengers and/or drivers about passengers and/or drivers not wearing masks;
- 3) items 1 through 5 of its May 23, 2021 request regarding the Employer statements in a news article; and items 1 through 4, 7, 14 (but only portion of Item 14 requesting information for the list of workers that the employer would use as BTW trainers if the employer's proposal was currently in effect), 24 and 26 of the June 4 and July 9, 2021 request for information relating to the Employer's bargaining proposals;
- 4) temporary employee's contact information the Union requested on July 28, 2021, and again on July 30, 2021;
- 5) temporary employees' contact information the Union requested on September 8, 2021;
- 6) information the Union requested on August 4, 2021, regarding "all such resignations, any report indicating such misbehavior and any other documentation within the scope of your claim. If there is no documentation, please provide the name, date, and a short description of the events about which you complain."
- 7) the name of the covid-positive employee that the Union requested on September 13, 2021.

**WE WILL** if requested by the Union, rescind any or all changes to your terms and conditions of employment that we implemented without bargaining with the Union by allowing employees to use floating holiday and allowing stewards to perform union duties while on medical leave.

**WE WILL** pay you for the wages and other benefits you lost because we eliminated your use of floating holidays, including any consequential damages that you incurred because you were unable to use your floating holiday or because your union steward was prohibited from performing her union duties while on leave.

**WE WILL** make employees whole for refusing to give them their pay raises according to the wage progression in the expired collective-bargaining agreement, and **WE WILL** pay them backpay, with interest if any, to make up for the lost wages they are owed because we refused to give them their pay raises when they were first eligible for them.

**WE WILL** make whole employees who were delayed or denied their \$2000 sign-on bonus because they participated in the strike.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**Keolis Transit America, Inc.**

(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

1301 Clay St Ste 300N  
Oakland, CA 94612-5224

**Telephone:** (510)637-3300  
**Hours of Operation:** 8:30 a.m. to 5 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at [complianceunit@nrlrb.gov](mailto:complianceunit@nrlrb.gov).